



**415 EAST INDEPENDENCE
TULSA, OKLAHOMA 74106**

**REQUEST FOR PROPOSALS
FOR
TENANT MOVING SERVICES
FOR
THE HOUSING AUTHORITY OF THE CITY OF TULSA
AND ALL RELATED ENTITIES**

**DEADLINE:
PROPOSALS ARE DUE ON OR BEFORE
JANUARY 15, 2019, AT 2:00 P.M.**

**TULSA HOUSING AUTHORITY
201 WEST 5TH STREET
SUITE 400
TULSA, OK 74103**

ISSUE DATE: December 21, 2018

Housing Authority of the City of Tulsa

REQUEST FOR PROPOSALS FOR TENANT MOVING SERVICES FOR ALL PROPERTIES OWNED AND/OR OPERATED BY THE HOUSING AUTHORITY OF THE CITY OF TULSA

BACKGROUND

The Housing Authority of the City of Tulsa (“THA”) owns, operates twelve (12) multi-family and high-rise affordable housing communities within the City of Tulsa, Oklahoma. THA is progressing toward the re-development of most of these communities; which will require relocation of the current tenants. This re-development is scheduled to take place over the next five (5) years.

INTENT

The objective of this Request for Proposals is to solicit the services of a pool of qualified Moving Companies (hereinafter referred to as “Movers”) to offer tenant moving services on an as-needed basis, including, but not limited to providing boxes, packing materials and tape to full service packing, loading, transport and delivery. Moving Company will not be responsible for unpacking boxes.

TERMS

THA intends to enter into an Annual Contract with a pool of Moving Companies. Work under this contract shall be awarded on a Task Order basis. The contract length will be for an original term of one (1) year to begin pursuant to the issuance of Task Order #1 to the Moving Company. This contract may be renewed for up to four (4) additional one (1) year terms with a written agreement between both parties and availability of continued funding. THA neither implies or guarantees a minimum or maximum number of Task Orders.

Task Order Award Process:

THA will issue a request in the form of a *draft* “Task Order” to the selected Movers. The Task Order will provide background on the perceived need; and it will identify any applicable statutory or administrative requirements. Further, it will indicate the desired service(s) and/or products and will provide guidance on the anticipated period of performance (including any binding deadline), and the anticipated level of effort. The Task Order may be indicative of, but not inclusive, regarding the need, scope, and/or level of effort. The Movers will be expected to provide substantial assistance in responding to such task requirements.

The Movers will review the *draft* “Task Order”. Within the specified period for response (typically no more than three (3) days), the Movers will prepare a response/acceptance to the Task Order.

The Task Order will also provide the following:

- a. Task leader and key staff
- b. Proposed approach to accomplishing the task
- c. Work plan and schedule
- d. Budget and schedule of payments

THA will review the Task Order revision and approve it intact, negotiate modifications, or reject it with a request for re-submittal. If THA rejects a proposed Task Order revision, THA reserves the right to pursue completion of the work by other means.

If the final version of the Task Order is acceptable to both parties, THA will issue a binding Notice to Proceed for the Task Order. These documents shall become part of the Contract Documents. The work will begin within three (3) days unless otherwise specified in the Task Order Plan. All work products will be delivered in appropriate form.

GENERAL REQUIREMENTS

- The Moving Company must have previous experience in performing services similar to those requested in the “Scope of Service” and must have been operating for a minimum of three (3) years.
- The Authority encourages proposing companies to consider the scope of services requested and propose services that may better meet the needs of the agency.
- The Moving Company shall provide a brief narrative regarding availability of full-time staff and fleet information.
- The Moving Company shall provide accident history for the last five (5) years or length of time since last accident, additional training received by employed drivers and any additional safety certifications awarded to company or employees.
- Although subcontractors are not prohibited, the Authority desires to establish a relationship with a company that is knowledgeable of the “Scope of Service” and work with staff that is directly employed by the moving company.
- The Moving Company must furnish a certificate of Automobile, Workers’ Compensation and General Liability Insurance. *THA requires \$1M of coverage on GL & Auto and that THA be named as “additional insured” on both policies. **This will be required prior to contract signing.*
- The Moving Company must indemnify and hold THA harmless from all claims, causes of actions, and judgement for personal injury, loss of life or property damage suffered in connection with performing these services by moving company employees.
- In the event the Moving Company is a non-profit organization, THA requires proof of non-profit status.

SCOPE OF SERVICES

The Movers shall work as part of a team of individuals including tenants, THA personnel and its affiliated entities and/or contractor’s. The scope of services to be provided shall include, but are not limited to, providing boxes, packing materials and tape for tenant’s use to full service packing, loading, transport and delivery for THA as may be needed or assigned. Moving Company will not be responsible for unpacking boxes. The scope of services to be provided shall also include, but is not limited to, the following items:

- Preliminary discussion of perceived need.
- Site visit to determine moving materials/pricing for each request.
- Moving schedule and plan.
- Provide a written listing of “prohibited” items.
- Provide a written listing of items that will not be moved by Moving Company, if any.

PAYMENT

The Movers shall be paid for services as defined in each approved Task Order. Movers agree to submit a monthly statement enumerating services, which have been completed along with an Invoice for payment for such completed services. Invoices shall include Task Order number, a summary of work performed, for each individual site, to include site name, listing of unit addresses serviced and/or moved, date(s) work was performed, and total costs broken down by unit. Payments are to be made to Movers within thirty (30) days after receipt of correct and verified invoice by THA.

PROPOSAL CONTENT

One (1) copy of each Proposal shall be submitted for review. Interested parties should address by written narrative, or graphic representation, their expertise and experience with regard to the selection criteria listed below and in the body of this Request for Proposal.

1. **Experience and Employee Availability** - Evidence of the Mover’s ability to perform the work, as indicated by number of years of experience and number of full-time employees as well as evidence that the firm is an equal opportunity employer.
2. **Fee Structure** – All costs shall be presented as itemized costs for materials, per room pricing, per item pricing as well as full service pricing. Moving Company shall also indicate any mileage fees of 0 – 10 miles and 10 – 50 mile radius of property address being moved if not included in other pricing. *Distances of greater than 50 miles shall be paid by tenant and NOT by THA; unless previously agreed upon in writing by both parties*

3. **Safety Record** – List accident history covering the last five (5) years or length of time since last accident.
4. **Fleet Capacity** – List number and type of moving vehicles that are owned/operated.
5. **Safety Training or Safety Awards** – List type of training received by employed driver(s) and any additional certifications or safety awards received by company or employed driver/employee.
6. **Section 3 Participation** – Section 3 is an effort to make employment or sub-contracting opportunities available to individuals/companies who qualify as, or employee someone who qualifies as, “low income” or “very low” income, or who reside in, or near, a public housing property or who have resided in or near a public housing property within the last three (3) years.

EVALUATION OF PROPOSALS

The Tulsa Housing Authority will evaluate each proposal using set criteria. Although cost is important, it is not the sole determining factor. Evaluation factors that will be considered in selection of the successful Provider are as follows:

CRITERIA	POINTS
<i>Experience and Employee Availability</i> – In order to accumulate all 25 points, the proposal should include evidence of the Mover’s ability to perform the work, as indicated by number of years of experience and number of full-time employees as well as evidence that the firm is an equal opportunity employer.	25
<i>Fee Structure</i> – In order to accumulate all 40 points, the proposal should include a complete breakdown of all costs presented as itemized costs for materials, per room pricing, per item pricing as well as full service pricing. Moving Company shall also indicate any mileage fees of 0 – 10 miles and 10 – 50 miles radius of property address being moved, if not included in other pricing. <i>Distances of greater than 50 miles shall be paid by tenant and NOT by THA; unless previously agreed upon in writing by both parties.</i>	40
<i>Safety Record</i> – In order to accumulate all 15 points, the proposal should include a list of moving company’s accident history covering the last five (5) years or length of time since last accident. The proposal shall also include Moving Company standard safety training requirements.	15
<i>Fleet Capacity</i> – In order to accumulate all 10 points, the proposal should include a listing of number and type of vehicles in its fleet inventory.	10
<i>Safety Training or Safety Awards</i> – In order to accumulate all 10 points, the proposal should include a listing of the type of additional training received by employed driver(s) and any additional certifications or safety awards received by company or employed driver/employee.	10
<i>BONUS: Section 3</i> – In order to accumulate all 15 points a written plan should include efforts to ensure, to the greatest extent feasible, employment or sub-contracting opportunities are made available to individuals/companies who qualify as, or employee someone who qualifies as, “low income” or “very low” income, or who reside in, or near, a public housing property or who have resided in or near a public housing property within the last three (3) years.	15
Total Possible Points	115

THA will evaluate all of the Proposals received against the evaluation factors set forth above and select the most qualified Proposer(s) and rank them in numerical order, based on the aggregate of the evaluation factors. Once the Proposals are ranked, THA **may** invite the highest ranked Proposer(s) for an interview to discuss and clarify any portion of their Proposal and to submit their best and final offer to THA. If interview is necessary, this shall be scheduled to occur during the week of January 21st – 25th. At THA's discretion, after conducting a thorough review and cost analysis, the highest-ranking Proposer(s) shall be selected. **THA reserves the right to reject any or all proposals.**

INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

All Proposals are due on or before 2:00 p.m., Tuesday, January 15, 2019 at:

Tulsa Housing Authority
Attn: Denise Hefner
201 West 5th Street
Suite 400
Tulsa, OK 74103

Proposal must be clearly marked “PROPOSAL FOR TENANT MOVING SERVICES.” Proposals received after the deadline will be returned to the respective providers unopened.

Inquiries should be directed to Denise Hefner, Project Manager at denise.hefner@tulsahousing.org
All questions shall be submitted in writing and will be answered in writing and made available to all potential proposers in the form of an Addendum. This will also be placed on THA's webpage at www.tulsahousing.org It is the responsibility of the potential Proposer to check for issued Addenda.
No questions shall be answered if submitted after 2:00 pm on January 9, 2019.

EXHIBITS:

Exhibit “A”:	HUD Form 5369- A Representations, Certifications and Other Statements of Bidders*
Exhibit “B”:	HUD Form 5369- B Instructions to Offerors Non-Construction
Exhibit “C”:	HUD Form 5370 C – Section I
Exhibit “D”:	HUD Form 5370 C – Section II
Exhibit “E”:	HUD Form 50071 – Certification of Payments to Influence Federal Transactions*

Exhibits “A” – “E” can be located and downloaded at:
https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a

ATTACHMENTS:

Attachment “A”:	Disclosure of Lobbying Activities*
Attachment “B”:	Profile of Firm Form*
Attachment “C”:	IRS Form W-9*
Attachment “D”:	Sample Contract

*items that are marked with an * will be discussed and requested prior to Contract issue.*

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

PROFILE OF FIRM FORM (Attachment B)

(This Form must be fully completed and placed in proposal submittal.)

- (1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Street Address, City, State Zip: _____
- (4) Please attached a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP
(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):		
NAME	TITLE	

- (7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

LI Caucasian American (Male) _____ %
 LI Public-Held Corporation _____ %
 LI Government Agency _____ %
 LI Non-Profit Organization _____ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51%

or more ownership and active management by one or more of the following:

LI Resident- LI African Owned* _____ %
 LI **Native American _____ %
 LI Hispanic American _____ %
 LI Asian/Pacific American _____ %
 LI Hasidic Jew American _____ %
 LI Asian/Indian American _____ %

LI Woman-Owned (MBE) _____ %
 LI Woman-Owned (Caucasian) _____ %
 LI Disabled Veteran _____ %
 LI Other (Specify): _____ %

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

Signature

Date

Printed Name

Company

**PROFILE OF FIRM FORM
(Attachment B)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (8) Federal Tax ID No.: _____
- (9) [APPROPRIATE JURISDICTION] Business License No.: _____
- (10) State of _____ License Type and No.: _____
- (11) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (12) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (13) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (14) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- (15) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT "D"

HOUSING AUTHORITY OF THE CITY OF TULSA

**CONTRACT FOR
TENANT MOVING SERVICES FOR
THE HOUSING AUTHORITY OF THE CITY OF TULSA
AND ALL RELATED ENTITIES**

THIS AGREEMENT (also referred to as "Contract"), made and entered into this _____ day of _____, in the year Two Thousand Nineteen, by and between **INSERT LEGAL NAME OF ENTITY HERE** a

Corporation organized and existing under the laws of the State of Oklahoma, hereinafter referred to as "**SERVICE PROVIDER**", and the **HOUSING AUTHORITY OF THE CITY OF TULSA**, hereinafter referred to as "**THA**".

WITNESS THIS DAY, the SERVICE PROVIDER and THA for the consideration stated herein mutually agrees as follows:

ARTICLE 1: TERM OF CONTRACT. The Contract will be for an initial period of one (1) year commencing pursuant to the dates stated in Task Order #1. This Contract may be renewed for up to four (4) additional one (1) year terms with a written agreement from both parties and the availability of continued funding. This Article is not meant to indicate that this Contract will or shall be renewed. THA, solely, holds the option to renew this Contract.

ARTICLE 2: GENERAL CONDITIONS. The SERVICE PROVIDER will meet all State and Local government insurance, licensing, training and other requirements pursuant to the specifications as set out in Article 6 herein.

ARTICLE 3: INDEMNIFICATION. The SERVICE PROVIDER agrees to assume all risk of loss and to indemnify, defend and hold THA, its directors, officers, employees and agents harmless from and against any and all liability that THA, its Board of Commissioners, its directors, officers, volunteers, employees and agents, may sustain as a result of all claims, damages, liabilities, demands, suits, losses, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, bodily injury, death, or property arising out of or in connection with Service Provider's services under this Agreement, but only to the extent caused by the negligent or intentional acts or omissions of SERVICE PROVIDER. THA, its directors, its Board of Commissioners, officers, employees and agents, shall also be entitled to recover attorneys' fees incurred in establishing its right to indemnification. In the event that any demand or claim is made or suit is commenced against THA arising from or in connection with this Agreement, THA shall give prompt written notice thereof to SERVICE PROVIDER and SERVICE PROVIDER shall have the right to compromise or defend the same to the extent of its own interest. SERVICE PROVIDER also agrees to indemnify and hold THA harmless should any goods or services provided by SERVICE PROVIDER under this Agreement, infringe upon the patent, copyright or trade secret of another.

1.1 The SERVICE PROVIDER must furnish a certificate of Auto Liability Insurance, General Liability Insurance and to furnish both State and Federal Tax Identification numbers. THA requires that the SERVICE PROVIDER have Worker's Compensation Insurance and a minimum of \$1,000,000.00 General Liability and Automobile Liability, and further that THA be a named insured on all policies. All services rendered there under must be performed in a professional workmanship manner.

1.2 Upon THA furnishing SERVICE PROVIDER a notice of claim against THA for damages as a result of alleged actions by SERVICE PROVIDER personnel, SERVICE PROVIDER is to immediately notify its insurance carrier and request their carrier's investigation and process of the subject claim on behalf of THA

ARTICLE 4: SCOPE OF SERVICES. The services to be rendered by SERVICE PROVIDER under this contract shall consist of a Tenant Moving Services for the Housing Authority of the City of Tulsa, all pursuant to the Contract Documents as set forth in Article 6 herein.

ATTACHMENT "D"

ARTICLE 5: COMPENSATION. The total contract amount shall be for **INSERT CONTRACT AGREEMENT AMOUNT HERE and 00/100 DOLLARS (\$0.00)**. Payment will be made by THA to SERVICE PROVIDER in a lump sum or following billing submitted to THA by SERVICE PROVIDER.

Prior to any payment, THA shall have the right to verify any aspect of the SERVICE PROVIDER's work and performance. Work and performance shall be acceptable to THA prior to any payment.

ARTICLE 6: CONTRACT DOCUMENTS. Shall consist of the following:

1. Request for Proposals issued on _____.
2. Proposals received from SERVICE PROVIDER, dated _____.
3. This Contract dated _____.

ARTICLE 7: PERFORMANCE OF SERVICES. The services provided under this contract are solely for the benefit of THA and neither this contract nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise.

ARTICLE 8: CONTRACT TERMINATION GENERALLY. THA shall thereupon have the right to terminate this contract, in whole or in part, at its sole discretion. THA will articulate to the SERVICE PROVIDER at the time of termination the reason for the termination of this contract is "For Cause, For Convenience, For Lack of Funding, Assignability or another type of breach by the SERVICE PROVIDER." Without prior written consent by an authorized representative of THA, THA will not be responsible, in whole or in part, for making payment, in whole or in part, to a SERVICE PROVIDER or other third-party that is not a party to the instant Contract unless an authorized THA representative does so in writing.

ARTICLE 9: CONTRACT TERMINATION FOR CAUSE. Notwithstanding the above, if, through any cause, the SERVICE PROVIDER shall fail to fulfill in a timely and proper fashion its obligation under this Contract, or if the SERVICE PROVIDER shall violate any of the covenants, agreements, or stipulations of this Contract, THA shall thereupon have the right to terminate this Contract by giving written notice to the SERVICE PROVIDER of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date.

ARTICLE 10: CONTRACT TERMINATION FOR CONVENIENCE. Notwithstanding the above, THA may terminate this Contract in whole or in part when both parties agree the continuation of the project would not produce beneficial result commensurate with the further expenditure of funds. The two parties shall mutually agree upon the termination conditions, including the effective date, and in the case of partial termination, for a portion terminated. The SERVICE PROVIDER shall not incur new obligations for the terminated portions after the effective date and shall cancel as many outstanding obligations as possible.

ARTICLE 11: CONTRACT TERMINATION FOR LACK OF FUNDING. Notwithstanding the above, all terms of this Contract are contingent upon allocated funding to THA for this particular project. In the event, such allocated funding for this particular project is eliminated or withdrawn from THA by THA's funding source, THA shall thereupon have the right to terminate this Contract by giving written notice to the SERVICE PROVIDER of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date.

ARTICLE 12: FORCE MAJEURE. THA can terminate this Contract under this clause for an event or cause that is reasonably beyond the control of THA claiming the existence of such event or cause, which includes, but is not limited to, a flood, storm, tornado, hurricane, earthquake, or other similar Act of God such as a fire, environmental catastrophe, war, a civil disturbance, terrorist act, a labor dispute, inability to immediately comply with a law, order rule or regulation of law, a governmental action or delay in granting necessary permits or permit approvals or the inability to secure any materials THA

ATTACHMENT "D"

deems material meaning THA cannot reasonably continue, in whole or in part, in the Contract. THA shall give notice and details of the reason invoking this Article in writing to the SERVICE PROVIDER as promptly as possible after its occurrence. In such cases, the obligations of THA shall be suspended during the continuance of any inability so caused. Should a condition of Force Majeure continue for more than thirty consecutive (30) days, THA shall thereupon have the right to terminate this Contract by giving written notice to the SERVICE PROVIDER of such termination and specifying the effective date thereof, at least ten (10) days prior to the effective date of such termination.

ARTICLE 13: ASSIGNABILITY. The SERVICE PROVIDER shall not assign any interest in this Contract, and shall not transfer any interest in the same, without the prior written consent of THA thereto; provided, however, that claims for money due or to become due to the SERVICE PROVIDER from THA under this Contract may be assigned to a bank, trust company, or other financial institution without such approval.

ARTICLE 14: ASSURANCES. The SERVICE PROVIDER hereby assures and certifies that it will comply with all regulations, policies, guidelines, and requirements promulgated by THA, by agencies providing funding to THA, or by all other parties with any direct or indirect interest in the work to be performed under the scope of this Contract. The SERVICE PROVIDER will give THA or any authorized representatives of THA access to and the right to examine all records, books, papers, or documents which are related to this Contract.

ARTICLE 15: ENFORCEABILITY. The failure of THA and/or the SERVICE PROVIDER to enforce its rights under this Contract at any time for any period shall not be construed as a waiver of rights. If any part, term or provision of this Contract is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Contract shall be affected. This Contract may not be amended for any other reason without the prior written agreement of THA and the SERVICE PROVIDER. This Contract constitutes the entire understanding between THA and the SERVICE PROVIDER relating to the subject matter hereof unless any representation or warranty made about this Contract was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

ARTICLE 16: LIMITATION ON DAMAGES. In no event shall the SERVICE PROVIDER have any liability under this Contract or otherwise in connection with the transactions contemplated hereby for lost profits, lost sales, business interruption or lost business opportunities, punitive, speculative, indirect or consequential damages relating to the breach of alleged breach of this Contract whether or not the possibility of such damages have been disclosed to the SERVICE PROVIDER in advance or could have been reasonably foreseen by THA or for any other damages that are not the probable and reasonably foreseeable result of any breach herein, but excluding in each case the lost profits, lost sales, business interruption or lost business opportunities, punitive, speculative, indirect or consequential damages suffered or incurred by a third-party for which responsibility is allocated to the SERVICE PROVIDER. Notwithstanding the foregoing, nothing included in this Article shall limit the right of THA or the SERVICE PROVIDER to specific performance. The SERVICE PROVIDER and THA hereby waive and release any and all tort claims and causes of action that may be based upon, arise out of or relate to this Contract, or the negotiation, execution or performance of this Contract (including any tort claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Contract or as an inducement to enter into this Contract and including fraud and fraudulent inducement).

ARTICLE 17: JURISDICTION IF CONTRACT IS BREACHED. This Contract shall be governed by the laws of the state of Oklahoma, and THA and the SERVICE PROVIDER agree to submit disputes arising out of or in connection with this Contract to the non-exclusive of the courts in the state of Oklahoma.

ATTACHMENT "D"

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

**INSERT SERVICE PROVIDER NAME
HERE**

ATTEST: _____

BY: _____

TITLE: _____

**INSERT SERVICE PROVIDER ADDRESS &
PHONE HERE**

**HOUSING AUTHORITY OF THE CITY
OF TULSA**

ATTEST: _____

BY: _____

TITLE: Contracting Officer

415 East Independence
Tulsa, OK 74106
918/582-0021

CERTIFICATION:

(Execution of this section is required if SERVICE PROVIDER/Service Provider operates under a limited liability corporation, limited liability partnership, a partnership agreement, joint venture and/or corporation. Fill in your legal name and name of the respective business entity that is entering into this Contract/Agreement below.)

I, _____, certify that I am the _____ of the _____ named as SERVICE PROVIDER herein, that _____ who executed this Contract on behalf of the SERVICE PROVIDER was the _____ of said _____ at the time of the execution, and that (he/she) executed the within and foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath, I certify that (he/she) was authorized by the governing body of the said _____ to execute said instrument on behalf of said _____ named herein.

CORPORATE SEAL

Print Name